

COLLECTIVE BARGAINING AGREEMENT

between

CACI

**Field Services, Inc.,
Sheppard Air Force Base, Texas
Base Supply**

and

**Local Lodge 2771 of
Aeronautical Industrial District Lodge 776
International Association of
Machinists and Aerospace Workers
AFL-CIO**

Effective Dates:

16 July 1997 through 17 July 2002

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PREAMBLE

This agreement is made and entered into this 15th day of July, 1997 by and between CACI Field Services, Inc., Sheppard AFB Base Supply (hereinafter referred to as the Company) and Local Lodge 2771 of Aeronautical Industrial District Lodge 776 International Association of Machinists and Aerospace Workers, AFL-CIO, (hereinafter referred to as the Union).

ARTICLE ONE INTENT AND PURPOSE

Section 1.

It is the intent and purpose of the Company and the Union to set forth herein the entire agreement with respect to wages, hours, and working conditions as relates to the Government contract covered by this Agreement.

Section 2.

Further it is the mutual intent of the parties to promote to the fullest the efficiency of the operation and production of the employees; that operations must be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government; and that the business of the Company must be operated with economy and efficiency with due regard to competitive conditions.

Section 3.

It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions; and to provide a fair and prompt grievance procedure for the peaceful settlement of employee grievances, and to provide that there shall be no interruption and impeding of operations during the term of this Agreement.

Section 4.

The Union recognizes that the Company is a contractor to the Federal Government and that the Company is required at all times to fully meet its obligations as a contractor. Nothing in this Agreement is intended nor will any provision of this Agreement prevent the Company from fully meeting its obligations and responsibilities as a contractor. The Union recognizes that from time to time the Government may impose various legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands or obligations or comply with such rules and regulations as may be promulgated or imposed by the Government.

ARTICLE TWO
RIGHTS OF MANAGEMENT

Section 1.

The management of the plant and the direction of the working force is vested exclusively in the Company, to include, but not limited to, the following: the right to hire; classify; promote, demote, suspend or discharge for proper cause; and to transfer or relieve employees from duty because of lack of work, or for other reasons deemed appropriate by the Company, is vested exclusively in the Company subject to all the provisions of this agreement.

ARTICLE THREE
UNION RECOGNITION

Section 1.

The Company recognizes the Union certified by the National Labor Relations Board on February 4, 1994 (Case No. 16-RC-9682) as the exclusive representative of all employees stipulated in the Board's Certification of Representation as follows:

All hourly production and maintenance employees, including material handlers, supply clerks, word processor (clerks) , truck drivers, receivers, fuels distribution system and lab testers, supply technicians, warehouseman, production control, computer operator, accountant, quality control, forklift operators, and munitions specialists/handler of the above named company at the Sheppard Air Force Base, Wichita Falls, Texas facility.

ARTICLE FOUR
UNION SECURITY

Section 1.

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Section 2.

Employees may handle the matter of payment of Union initiation fees/dues directly with the Union. In cases where deductions are made from those who have already paid Union initiation fees/dues, the Union will make refunds directly to such employees.

Section 3.

Deductions shall be made for the accrued regular monthly Union dues of each employee in the bargaining unit for whom the authorization required in Section 4(b) has been received, beginning with the pay for the first full pay period in the month following receipt of such authorization, provided that sufficient earnings remain to cover Union dues after all deductions required by law are made, and such dues deductions shall continue in like manner monthly thereafter, except as qualified in this Article. Accrued dues not deducted in the regular month as provided above shall be deducted as follows.

- (a) At the beginning of each calendar quarter the Union shall furnish the Company a list of names and employee numbers of employees who have authorized the deduction of Union dues and who are in arrears in the payment of such dues for the preceding quarter, specifying on such list the amount of each named employee's arrearage.
- (b) After the receipt of such list, the Company shall make a special deduction of Union dues in the amount of the listed arrearage from the pay of each named employee, provided that sufficient earnings remain to cover the dues arrearage after all deductions required by law are made.

Section 4.

- (a) The Authorization for Deduction of Union Dues form set out in sub-Section (b) of this Section is agreed to by the parties and is made a provision of this Agreement.
- (b) At the time this Agreement becomes effective, the parties agree to begin to use the following Dues Authorization form for all new dues deductions.

DUES AUTHORIZATION CARD

NAME _____ CLOCK NO. _____ DEPT _____

I hereby authorize CACI FIELD SERVICES INC., SHEPPARD AFB, or its Successor to deduct from my wages, each and every month, commencing with next payroll period an amount equivalent to dues as shall be certified by the Secretary-Treasurer of District Lodge 776 of the International Association of Machinists and Aerospace Workers. I further authorize the company to deduct from my wages a designated sum in payment of initiation fees when notified in writing to do so by the Secretary-Treasurer of the Lodge. The sums to be deducted are hereby assigned by me to District Lodge 776 of the International Association of Machinists and Aerospace Workers and are to be remitted by the company to the Secretary-Treasurer of District Lodge 776.

This authorization and assignment is voluntarily made in consideration for the cost of representation and collective bargaining and is not contingent upon my present or future membership in the Union. This authorization and assignment shall be effective and irrevocable for a period of one (1) year from the date of execution or until the termination date of the collective bargaining agreement between CACI FIELD SERVICES, INC., or its SUCCESSOR and District Lodge 776 of the International Association of Machinists and Aerospace Workers, whichever occurs sooner.

Further, this authorization and assignment shall continue in full force and effect from year to year beyond the irrevocable period set forth above, and this authorization and assignment shall be effective and irrevocable in each subsequent year unless revoked by me within ten (10) calendar days prior to the date of termination of any irrevocable period hereof. Such revocation shall be effected by written notice, sent by certified mail, return receipt requested, to the company and the Union within such ten (10) day period.

Contributions or gifts to the International Association of Machinists and Aerospace Workers are not tax deductible as charitable contributions for federal income tax purposes. However, such contributions or gifts may be tax deductible under other provisions of the Internal Revenue Code.

SIGNATURE _____ DATE _____

Section 5.

Deductions shall be remitted to the designated Financial Officer of the Union not later than ten (10) days after the deductions are made. The

Company shall furnish the designated Financial Officer of the Union monthly with a record of those for whom deductions have been made.

Section 6.

Any dispute arising out of the interpretation or application of this Article, when reduced to writing as a grievance, shall be subject to the Grievance Procedure by initially referring the grievance to Step Three.

Section 7.

The Union shall indemnify and save the Company harmless against all liability that may arise as a result of action taken by the Company for the purpose of complying with the deduction provisions of this Agreement.

ARTICLE FIVE STEWARDS/VISITATION

Section 1.

The Company agrees to recognize the Stewards duly authorized by the Union to represent those employees covered by the terms of this Agreement. The number of Stewards shall be in that number required by the Union to assure employees in the unit ready access to a Steward in their assigned work location. It is agreed this objective can be achieved with not more than two (2) Stewards unless modified by mutual agreement.

Section 2.

For the purposes outlined above, the Union agrees to supply the Company in writing, and shall maintain with the Company on a current basis, a complete list of all Union Stewards. The Company will provide this information to each Supervisor having authority over employees covered by this Agreement.

Section 3.

Subject to other provisions of this Article, reasonable and necessary time, during work hours, shall be authorized without loss of pay or benefits to permit Stewards to carry out their responsibilities to the employees in the unit.

Section 4.

Recognizing the mutual benefit of resolving problems at the lowest level, employees who have a complaint or grievance may discuss the matter with their Steward. The necessary time away from the Steward's official work assignment shall be scheduled as far in advance as practical to minimize interruption of workflow. When the Steward finds it necessary to discuss a problem or labor-management disagreement with a unit employee and/or management official, the Stewards shall request permission to leave their work from their supervisor. Upon entering the work area of another Supervisor's responsibility, the Steward will contact the Supervisor before attempting to contact any employee. In each instance, the Supervisor's permission will be granted promptly unless compelling work commitments dictate otherwise. If permission is denied, the Supervisor will promptly establish an alternate time at which the Steward can contact the employees.

Section 5.

The scope of the Steward's activities on Company time shall be limited to the following:

- (a) To consult with an employee regarding a question concerning this Agreement, complaint, or grievance for which the employee desires a Steward to be present.
- (b) To investigate a complaint or grievance before presentation to the appropriate supervisor.
- (c) To present a question concerning this Agreement, complaint or grievance to an employee's immediate Supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.

(d) To meet with an appropriate Supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.

Section 6.

Subject to existing security regulations, authorized representatives of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances or complaints that have arisen or attending meetings in accordance with the Grievance Procedures.

Section 7.

Stewards shall be employees of the Company selected from among those employees they represent.

Section 8.

No Steward will be transferred out of his/her assigned work area or to a different shift so long as there is work available therein which he/she is qualified to perform, except by agreement of the Company and the Union.

Section 9.

Stewards and members of the Negotiating Committee with one (1) year of service with the Company shall have top seniority within their respective classifications as long as they remain officially in such capacity for the Union and work is available in their section which they are capable of performing.

ARTICLE SIX
NO STRIKE - NO LOCKOUT

Section 1.

It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and Sheppard AFB and that efficient and uninterrupted services must be furnished to those agencies who have need of and make use of the capabilities of the Company. Therefore, the parties agree that during the term of this agreement:

(a) The procedure provided for herein, for the settlement of grievances shall serve as a means for peaceful settlement of all disputes that may arise between the Parties.

(b) During the life of this Agreement, no work stoppages or strikes or slowdowns shall be caused or sanctioned by the Union, and no lockouts shall be made by the Company.

(c) In the event of a violation of this Article, the Union, (its officers, agents and members) collectively agree that it will use its best effort to end such prohibited conduct, utilizing every possible means to include but not be limited to:

- (1) Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any prohibited conduct.
- (2) Notifying all employees by mail that such prohibited conduct is unauthorized and in violation of the Agreement.
- (3) Requesting those violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.

ARTICLE SEVEN GOVERNMENT SECURITY/RESPONSIBILITY

Section 1.

The Union recognizes that the Company has certain obligations in its contract with the Government pertaining to security, and that security is vital to the Company and the Union in carrying on their part in the defense effort. Therefore, in the event that the Department of Defense, through its duly authorized representatives concerned with security, advise or have advised the Company that any employee in the bargaining unit covered by this Agreement is denied work on or access to classified information or material, it is mutually agreed between the Company and Union that such employee shall be subject to being reassigned to an area that he/she is qualified to work in.

Section 2.

It is further understood that where a security clearance is required in order to perform work in any area covered by this bargaining unit, that issuance and retention of such security clearance shall be a condition of continued employment in that area. Such employees shall be subject to investigation for security clearance under regulations prescribed by the Department of Defense or any other authorized and appropriate agency of the United States government and shall cooperate fully with representatives of said agencies during the conduct of investigations.

Section 3.

The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations. The Company and the Union agree that classified information will be revealed only to persons properly cleared and having need for access to such information as defined by applicable regulations.

Section 4.

It is recognized that all employees are working on a government installation and are subject to all regulations and rules of the installation. If any bargaining unit employee covered by this agreement is denied entry or permission to work on the installation, such employee shall be laid off (out of line of seniority) until such time as entry is permitted. If entry or permission to work is denied by the Installation Commander, for a period exceeding one hundred and eighty (180) days such employee may be subject to discharge, subject to extension by mutual agreement, and the Company is authorized to hire a person into the vacant position.

ARTICLE EIGHT SENIORITY

Section 1.

New employees and those hired after a break in continuous service, regardless of classification shall be considered trial period employees until they have completed ninety (90) calendar days from the date of hire. The Company may transfer, lay-off or discharge such trial period employees and such action shall not be reviewable through the grievance procedure.

Section 2.

Seniority among employees who were employed on the date of ratification of this Agreement will be determined as follows:

- (a) Employees who are employed by the Company on or before the date of ratification of this Agreement will have their seniority based upon their length of service on the contract.
- (b) Employees who may be transferred into or hired on the contract subsequent to the application of Article Eight, Section 2 (a) above will have their seniority based upon their date of hire with the Company or their date of transfer to the contract, whichever is lesser.

Section 3.

Seniority of employees will be broken under the following conditions and their employment with the Company will be terminated:

- (a) Discharge for just cause.
- (b) Resignation.
- (c) Failure to respond to recall notification within the time frame established within Article Eighteen Section 3 of this Agreement.
- (d) Failure to be recalled from layoff within twelve (12) months after such layoff, but may be extended by mutual agreement.
- (e) Failure to report for work upon expiration of an approved leave of absence.

Section 4.

When two (2) or more employees have the same seniority date as herein provided, the employee having the lowest last four (4) numbers of his/her social security number shall be considered having the most seniority for tie breaking purposes.

Section 5.

Employees covered hereby who are transferred or promoted to positions within the Company, but not within job classifications covered hereby, shall retain but not accrue seniority hereunder, and shall not be construed as working under the terms of this agreement while occupying such positions.

ARTICLE NINE
MANAGEMENT/SUPERVISORS

Section 1.

Work performed by management or supervisory personnel will be restricted to those requirements beyond the capabilities of bargaining unit employees or as provided in Section 2 below.

Section 2.

Management/supervisory personnel may perform work of employees covered by the Agreement under the following conditions:

- (a) For the purpose of instructing and training employees.
- (b) Under emergency conditions.
- (c) In order to prevent injury to employees or damage to property.
- (d) When necessitated by security requirements.
- (e) When required for safety.
- (f) In circumstances which bargaining unit employees lack the technical ability to perform the work required and when work being performed is not used to avoid paying overtime, or to avoid paying wages for a higher classification, or to displace a bargaining unit employee.
- (g) When the work being performed is within the normal job duties of a position which is not covered by this Agreement and is not used to avoid paying overtime, or to avoid paying wages for a higher classification, or to displace a bargaining unit employee.
- (h) When required to maintain their personal qualifications and proficiency and when work being performed is not used to avoid paying overtime, or to avoid paying wages for a higher classification, or to displace a bargaining unit employee.

ARTICLE TEN
HOURS OF WORK

Section 1.

The Company will make every effort to schedule employees for full days and full weeks.

Section 2.

The standard work hours are 7:30 AM to 4:30 PM with one (1) hour lunch periods. Eight consecutive hours or nine consecutive hours with a lunch hour shall constitute a standard work shift. However, individual schedules may be varied by the employee's immediate Supervisor to arrive at a forty (40) hour work week. Lunch periods may vary between employees depending on their work assignments or task coverage and approved by the immediate Supervisor.

Section 3.

The standard work week consists of seven (7) consecutive days beginning 12:01 AM Monday to 12:00 midnight Sunday. The company may establish a non-standard workweek where the two (2) consecutive days off are other than Saturday or Sunday.

Section 4.

The Company will permit the employee to take rest periods as work load permits. Employees required to work beyond the end of their shift shall be entitled to a rest period at the beginning of the extra hours.

Section 5.

An employee who is scheduled and reports for work at the scheduled time without having been notified not to report, shall be given two (2) hours work or if no such work is available, he shall be given two (2) hours pay at his applicable rate.

Section 6.

An employee who is called and reports back to work after he has completed his regularly assigned shift shall receive a minimum of two (2) hours pay at his applicable rate. The Company will not impose a temporary shift in order to deprive an employee of call back pay.

Section 7.

If an employee is specifically notified and scheduled to start work four hours or less before the starting time of his regularly scheduled shift, he shall be given the opportunity to remain at work until the end of his regular shift.

Section 8.

The Company and the Union agree to the principle that shift preference should be given to senior employees in each classification within the sections to the extent possible while maintaining a balanced work force. Employees will be allowed once a year during the month of November to request a shift preference. The Company will review the request in the first two weeks in December. An approved shift change will take effect on the first work day in January.

ARTICLE ELEVEN
OVERTIME

Section 1.

The provisions of this Article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours per day or per week.

Section 2.

The Company reserves the right to ask employees covered hereby to perform overtime work in order to meet Government contract requirements. When such overtime is required, employees involved shall be given as much advance notice as possible.

Section 3.

Overtime shall be paid for hours worked in excess of forty (40) hours in a workweek and recorded to the nearest half-hour at one and one-half (1 ½) times the effective hourly rate of pay up to forty-eight (48) hours and double time for hours in excess of forty-eight (48) hours in a standard workweek.

Section 4.

When it becomes necessary for employees covered by this Agreement to work overtime, they shall not be laid off during regular working hours to equalize the time.

Section 5.

No overtime shall be worked except by direction of the proper supervisory personnel of the Company.

Section 6.

The Company will equalize overtime by classification and shift.

ARTICLE TWELVE
WAGE RULES

Section 1.

The Company shall pay the scale of wages included in "Appendix A made a part hereof.

Section 2.

Employees promoted or temporarily assigned to another job classification shall receive the rate of that job classification or continue at their present rate, whichever is greater. If temporarily assigned, they shall, upon return to their prior classification, assume the rate held prior to the temporary assignment. Pay increases relative to such temporary assignments or promotions shall become effective at the time the employee assumes the new assignment.

Section 3.

Employees covered hereby shall be paid on the 7th and 22nd of each calendar month. Pay periods are from the 1st through the 15th day of each month and the 16th day to the end of the month.

Section 4.

A differential premium pay of twenty-five cents (\$.25) per hour will be paid for all hours worked between 5:00 PM and 7:00 AM.

Section 5.

Weekend/Holiday Standby People will be paid for a minimum of two hours of work if called to duty. If these people are not called to duty, they will be paid for one hour of work per day they are on standby.

ARTICLE THIRTEEN
HOLIDAYS

Section 1.

The following ten (10) days are designated as holidays:

New Year's Day,
President's Day,
Martin Luther King Jr.'s Birthday,
Memorial Day,
Independence Day,
Labor Day,
Columbus Day,
Veteran's Day,
Thanksgiving Day,
Christmas Day.

Section 2.

A part-time employee who is on the active payroll on the holiday and has worked either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday.

Section 3.

For purposes of determining eligibility for holiday pay, paid time off, excluding paid time off under the Company's group insurance plan, shall be considered as time worked.

Section 4,

The Company reserves the right to require employees to work on a holiday. When employees are required to work on a holiday, they shall be paid in addition to the holiday pay at one and one-half (1 1/2) times their base rate of pay for the hours worked on the holiday.

Section 5.

Should one of the holidays authorized above fall on a regularly scheduled day off, employees will be authorized an alternate day off with pay at their base rate, to be taken at a time mutually convenient to the employee and Company within thirty (30) days following the holiday.

Section 6.

Should any holiday authorized above occur on a Saturday, the preceding Friday will be considered the holiday. Should any holiday authorized above occur on a Sunday, the Monday following will be considered the holiday.

Section 7.

Holiday hours shall be considered as time worked for the purpose of computing overtime pay.

Section 8.

Full time employees, who are on unpaid leave of absence for an entire pay period within which a holiday falls, shall not be eligible for payment for that holiday.

ARTICLE FOURTEEN VACATION

Section 1.

Each employee covered by this agreement shall be entitled to eighty (80) hours of vacation with pay following completion of one (1) year of service with the Company or on the contract pursuant to Article Eight, Section 2 (a); eighty (80) hours of vacation with pay following each subsequent year of employment with the Company or on the contract pursuant to Article Eight, Section 2 (a) up to and including the tenth (10th) year; one hundred twenty (120) hours of vacation with pay following each subsequent year of employment with the Company or on the contract pursuant to

Article Eight, Section 2 (a) up to and including the fifteenth (15) year; one hundred sixty (160) hours of vacation with pay following each subsequent year of employment with the company or on the contract pursuant to Article Eight, Section 2 (a).

Section 2.

Vacation credits shall accrue as follows:

(a) During the first (1st) year of employment and during each subsequent year thereafter, through and including the tenth (10th) year, an employees shall accrue three and 33/100 (3.33) hours of vacation credit per creditable pay period.

(b) During the eleventh (11th) year of employment and during each subsequent year thereafter, through and including the fifteenth (15th) year, employees shall accrue five (5.0) hours of vacation credit per creditable pay period.

(c) During the sixteenth (16th) year of employment and during each subsequent year thereafter, employees shall accrue six and 667/1000 (6.667) hours of vacation credit per creditable pay period.

Section 3.

For the purposes of accruing vacation credit for full-time employees, a creditable pay period shall be defined as a pay period during which an employee works no less than one (1) full work day, or is on vacation or other paid leave.

Section 4.

Vacation pay shall be computed at the employee's straight-time base rate at the time of vacation, and shall be limited to those credits the employee has vested on the date of eligibility for such vacation.

Section 5.

Employees may accrue vacation credits to an amount equal to two hundred eighty (280) hours of vacation for employees with one to eleven (1-11) years of service. Employees with eleven (11) or more years of service may accrue three hundred twenty (320) hours of vacation.

Section 6.

Vacation must be requested in advance and will, insofar as practicable, be granted as requested by eligible employees. When conflicts in requested vacation periods arise, the employee having the greater bargaining unit seniority shall be given preference.

Section 7.

When a holiday, as defined in this Agreement, falls within an employee's vacation period, such holiday hours shall not be charged as vacation hours.

Section 8.

Vacation credits vest as they accrue.

Section 9.

Unused vested vacation benefits will be paid for regardless of the nature of the termination.

Section 10.

Part-time employees are eligible for vacation pay on a pro-rata basis determined by the number of hours worked.

Section 11.

Vacation hours shall be scheduled and paid in minimum increments of one half (1/2) hour.

Section 12.

Paid vacation hours will be considered as time worked for the purpose of computing overtime.

ARTICLE FIFTEEN
LEAVES OF ABSENCE

Section 1.

Unpaid leaves of absence for sufficient cause may be granted by the Company upon application from employees who have completed their trial Period. Requests for leave of absence must be made in writing on a form provided by the Company and must be approved by the Director, CACI GOCO Operations,

Section 2.

Seniority shall continue to accumulate during the approved leave of absence not to exceed twenty four (24) months except by mutual consent. When an employee has been granted a leave of absence for a specified period of time, it will be the employee's responsibility to request an extension of such leave prior to expiration, if additional time is required. All such extensions must have prior Company approval.

Section 3.

Subject to the conditions stipulated in this Article, leaves of absence may be granted for the reasons stated in the following paragraphs:

- (a) An employee on leave of absence for personal health reasons may return to work prior to or at the expiration of such leave upon the release of a licensed physician provided he/she is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform his/her assigned duties safely, the Company may have the employee examined by another physician, prior to his/her return to work. If the physician selected by the Company and the employee's physician disagree, then the employee will be examined by a third

mutually acceptable physician and his/her decision will decide the employee's capability. Any such additional examination costs shall be incurred by the Company.

(b) While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work once every two (2) weeks, except in those cases where the employee's physician has provided an expected date of return, or when application and approval of the absence falls under the Family Leave Act.

(c) Leaves of absence without pay for Union business will be granted to representatives of the Union who are employees of the Company who have been selected by the Union and its representatives to attend such functions as conferences, conventions, and Union educational courses, not to exceed ten (10) work days provided advance notice is given to the Company. However not more than two (2) employees may be on such leave at any one time. It is understood and agreed that once every four (4) years up to two (2) persons will be granted leave of absence for up to three (3) weeks for the purpose of attending the Union's international convention. Exceptions may be made by mutual agreement.

Section 4.

When leaves of absence are granted, employees, upon return to active employment, will be returned to their job if their seniority will permit. If such job does not exist, or their seniority will not hold, they will exercise their bumping rights.

Section 5.

Employees responding to a subpoena as a Company witness are considered to be on paid time.

Section 6.

Any member of the Union shall, on written request by the Union, be granted unpaid leave of absence to serve in Union office for the term of such office. Employees on such leave shall accrue seniority. When the activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if request is made within fifteen (15) days thereafter, such Union member will be given re-employment in a similar position, if same still exists, or a comparable position, in accordance with his/her qualifications and seniority privileges and applicable wage rate at the time of return to the active payroll. The returning union member must report for active duty within thirty (30) days of the expiration date of such leaves in order to retain such rights, unless extended by mutual agreement by the parties.

ARTICLE SIXTEEN HEALTH AND WELFARE

Section 1.

The Company shall make contributions for employee health and welfare to provide sick leave; civic/personal leave; life, accident and health insurance plans; pension plans; severance pay; and savings and thrift plans. Up to and including September 30, 1997, the contributions shall be an average of \$2.69 per hour computed on the basis of all hours worked by the employees. Subsequent to September 30, 1997, the contributions shall be:

From	To	Rate
10/1/97	9/30/98	\$2.79
10/1/98	9/30/99	\$2.84
10/1/99	9/30/00	\$2.89
10/1/00	9/30/01	\$2.94
10/1/01	9/30/02	\$2.99

Section 2.

Employees shall accrue three (3) and 33/100 (3.33) hours of sick leave for each creditable pay period. Employees will be allowed to carry over sick leave credit from year-to-year up to a maximum of three hundred twenty (320) hours. In cases where such unused accruals exceed three hundred and twenty (320) hours as of midnight September 30th of each year, those hours in excess of three hundred and twenty (320) will be paid to the employee at the employee's straight time base rate of pay.

Section 3.

Employees shall accrue one (1) and 667/1000 (1.667) hours of personal leave for each creditable pay period. Accruals of such personal leave shall not exceed sixty (60) hours. In cases where such unused accruals exceed sixty (60) hours as of midnight September 30th of each year, those hours in excess of sixty (60) will be paid to the employee at the employee's straight time base rate of pay.

Section 4.

The Company shall maintain a group insurance plan for all full-time employees covered hereby which provides benefits as specified in Appendix B.

Section 5.

The Company shall maintain a pension plan for full-time employees covered hereby as specified in Appendix C.

Section 6.

Sick and personal leave credits are vested as they are accrued. Unused sick and personal leave benefits will be paid for regardless of the nature of termination including contractor turnover unless said leave benefits can be carried over to the successor contractor.

ARTICLE SEVENTEEN PROMOTIONS/TRANSFERS

Section 1.

In order to provide maximum stability to insure the even flow of operations, the security of all employees, and minimize the possibility of layoffs, the Company may temporarily assign employees to other assignments on the contract as the work load dictates for up to thirty (30) work days. This time frame may be extended by mutual agreement of the Company and Union,

Section 2.

An employee temporarily assigned to a higher rated job classification by an authorized Supervisor shall be paid the appropriate rate of pay for that position for all hours spent actually working in that position.

Section 3.

The Company shall notify the Union of its intention to create a new job which is not now covered under this Agreement or to revise an existing classification. Said notice shall be given to the Union in advance of the implementation of such new job or revision of an existing classification. The wage rate for such new or revised job classification shall be established by mutual agreement.

Section 4.

When it is determined by the Company that a vacancy in a job classification covered hereby exists, and that such vacancy shall be filled, the vacancy shall be posted in each section. Bid forms will be available in the Director, CACI GOCO Operations, office. Having posted such vacancy in accordance with the above, there shall be no requirement for the Company to again post such vacancy for a period of thirty (30) calendar days from the date of the award of the position. Such notice shall contain the following information:

- Job Classification
- Branch/Section
- Specific Initial Shift
- Qualification Requirements
- Wage Rate
- Estimated Reporting Date and Time
- Date and time after which bids will no longer be accepted

Section 5.

The Company shall furnish a copy of the job posting at the time of posting to the Steward.

Section 6.

Regular vacancies shall be posted and held open for a period of six (6) work days. The Company may, at its option, temporarily fill a job vacancy by assignment during the period from the time the vacancy is posted for bid and the time it is filled.

Section 7.

Completed bid forms must be given to the Director, CACI GOCO Operations, or designated representative, who shall affix thereto a date and time stamp to validate timely filing. Bids received after the closing date will not be considered. A copy of the bid forms shall be given to the Stewards.

Section 8.

The Company reserves the right to cancel any posted job bid prior to the successful bidder assuming the duties thereof. Temporary vacancies expected to be of not more than thirty (30) work days need not be posted, and shall be filled in accordance with Section 1.

Section 9.

When an employee is awarded a posted job, and fails to satisfactorily perform the duties of the position within ninety (90) calendar days after assuming the position, the employee will be returned to the classification last held prior to award of such promotion provided the classification has not been abolished. If the job has been abolished, the employee may exercise bumping rights. Employees so returned shall not be eligible to bid again for the job from which they returned for a period of six (6) months.

Section 10.

An employee who is promoted or changes their job through the bidding process must have been in their current positions for a minimum of ninety (90) calendar days. When a person bids for and is awarded a posted position, that person must take the new position once they are selected and notified. All promotions and transfers will become effective not later than the start of the next regular pay period.

Section 11.

Nothing in this Agreement shall be construed to prevent employees from performing work which is below their classification when required to do so by the Company. Such employees shall not suffer a reduction in pay. Anything over a total of thirty (30) days will require a mutual agreement.

Section 12.

When an opening arises within the bargaining unit, covered by this agreement, employees who bid shall be moved to the opening from the ranks of the permanent employees before temporary, part-time, or any new employee is called in to fill such a position or vacancy provided such an employee is available and has the necessary qualifications. Job qualifications shall be determined by the company. When a job is posted for bid, a Committee of three (3) shall be established to review the qualifications of all bidders for a position/vacancy. The Supervisor of the Section where the vacancy/position exists will serve as the Chairperson of the Committee. The Union may appoint as members of this committee a member of the bargaining unit and an employee of equal or higher grade of the position. After review of the individual qualifications by this committee, the most senior qualified bidder will be submitted to the promotion official for promotion. If there are no qualified permanent, temporary, or part-time bidders, the Company may hire from the outside.

Section 13.

Job Classifications, Material Handler I and Supply Clerk I will be promoted to level II after six (6) months in the position. These promotions will not be posted for bidding.

ARTICLE EIGHTEEN REDUCTION AND RESTORATION OF FORCES

Section 1.

In the event of layoffs, the Company shall designate by classification the number of positions to be reduced. Temporary employees shall be laid off first. Probationary employees in the job classifications affected shall be laid off next and part time employees in the job classification affected shall be laid off next. If further layoffs are necessary, such layoffs shall be made on the basis of seniority as follows:

(a) Employees within each classification having the least seniority shall be laid off first. Affected employees will bump less senior employees provided they possess the ability and qualifications to perform the job of the less senior employee. In no event can an employee bump a higher classified employee. Bumping rights must be exercised within forty-eight(48) hours after an employee is notified that he/she is to be laid off. Employees bumping to lower classifications will assume the hourly rate of the lower classification when assigned to the new classification.

Section 2.

For the purpose of recall, the Company shall designate by classification, the number of positions to be restored. Active employees bumped during previous layoff will be offered right of first refusal for restored positions for which they are qualified on the basis of seniority. Employees who decline such offers will have no further recall rights to previous positions.

Section 3.

Notification of openings for recall shall be given by the Company by certified mail to the last mailing address furnished by the employee. A copy of such notice shall also be sent to the Union. In order to preserve their recall rights, employees must notify the Company of their intent to return to work within seventy two (72) hours of receipt of the recall notice and must report to work within ten (10) working days after receipt of the notice. If the employee does not respond as required by this section, the next employee may be recalled and the notified employee will be terminated.

Section 4.

Failure of the employee to keep the Company advised in writing of their current correct address shall relieve the Company of all obligations indicated in Sections 2 and 3 above.

ARTICLE NINETEEN
DISCHARGE AND DISCIPLINE/ABSENCE FROM WORK

The object of disciplinary action is to correct unacceptable behavior on the part of an employee in order to preserve employment status. This Article provides a method for employees to be informed of unacceptable conduct, correct such conduct and the removal of warnings when employees have achieved satisfactory performance.

Section 1.

The Company may discipline or discharge employees for cause. Should an employee feel such action improper, the employee shall then be extended all the rights and privileges accorded by the Grievance and Arbitration Procedures contained herein provided the employee has completed the trial period defined in Article Eight.

(a) Any written notice issued to an employee by the Company shall be issued within five (5) working days following knowledge by the Company of the occurrence of the alleged violation and such warning notice is subject to challenge by the Union or employee to whom the notice is issued in accordance with Article Twenty.

(b) A written notice shall be removed from an employee's file if it has been found through the grievance procedure to have been unjustifiably issued.

(c) A written notice shall be removed from an employee's file after six (6) months.

Section 2.

In all cases where written warning notices or reprimands are given to employees, the Stewards will routinely receive a written copy of said notices.

Section 3.

Employees shall not leave work prior to the completion of their scheduled hours without prior permission from their Supervisor. Exceptions will be made for emergency situations.

Section 4.

An employee who is absent from work for a period of five (5) consecutive work days without proper cause, or an employee who is absent from work for a period of five (5) consecutive work days without reporting the reason for such absence shall be considered as having resigned without notice.

Section 5.

In cases of layoff or suspension for cause, employees shall be given a copy of the layoff, suspension or termination of service notice, if they are available to be presented with such copy. If they are not available, copies of the notice will be sent to employees at their last known address and to the Union office. Employees shall have the right to appeal the action shown on the notice, provided the Union files a written grievance with the designated representative of the Company in accordance with the grievance article in this Agreement.

ARTICLE TWENTY
GRIEVANCES

Section 1.

It is the intent of the parties to this Agreement that the procedure provided herein for the settlement of grievances shall serve as a means for peaceful settlement of all disputes that may arise between them as to the application or interpretation of the provisions of this Agreement.

Section 2.

Any discussions or conferences with employees which may lead to disciplinary action shall take place with a Steward present if the employee so desires.

Section 3.

Grievances are to be presented and considered in accordance with the terms of this Agreement.

Section 4.

There shall be no responsibility of the Company to make an adjustment on any grievance unless it is submitted within ten (10) working days after the occurrence giving rise to it, or the date when the Union should reasonably have known of the occurrence.

Section 5.

It is understood that the time limits specified herein may be extended by mutual agreement of the Company and the Union.

Section 6. (Step 1)

Any matters of contention between an employees or the Union, and the Company, shall be initially discussed between the employees involved, if any, their Steward and the appropriate First Line Supervisor. If such matter is not resolved at this step, the aggrieved party(s) shall proceed as provided below.

Section 7. (Step 2)

Any employee having a grievance shall file a written grievance through their Steward to their Branch Manager within the time frames defined above. The grievance form shall set forth a statement of the grievance including the date and approximate time the event occurred which gave rise to the grievance, the details of the event and a summary of the Articles of the Agreement allegedly violated, and the specific remedy or relief requested and shall be signed by the employee or Steward. The Branch Manager and the Steward shall meet within three (3) working days to endeavor to arrive at a satisfactory adjustment of the grievance. The Branch Manager shall then provide a written decision within five (5) work days after discussion with the Steward.

Section 8. (Step 3)

If the decision of the Branch Manager is not satisfactory, the Steward shall appeal the grievance to the Director, CACI GOCO Operations, or designee provided such appeal is filed no later than ten (10) working days after receipt by the Steward of the Branch Manager's decision. The Director, CACI GOCO Operations, shall meet with the Steward and full time representative of the Union at a mutually agreeable time within thirty (30) calendar days to endeavor to arrive at a satisfactory adjustment of the grievance. The Steward shall inform the Director, CACI GOCO Operations, at the time of the appeal of the identity of the full time representative of the Union. The Director, CACI GOCO Operations, shall provide a decision within ten (10) working days of the meeting with the Steward and full time representative of the Union.

Section 9. (Step 4)

Any grievance arising out of interpretation or alleged violation of the terms and conditions of this agreement, which has been properly processed according to this grievance procedure and has not been satisfactorily adjusted or settled, may then be appealed to Arbitration.

Section 10.

All of the steps of this grievance procedure may be waived and the parties may proceed directly to arbitration provided that there is mutual agreement between the parties to proceed directly to arbitration.

Section 11.

A grievance may be filed by an affected employee or Steward on behalf of the employee and other similarly affected employees. It is the intent of this section to eliminate the need for multiple filings of a grievance.

Section 12.

Any decisions not provided within the time frames established shall be considered as unsatisfactory responses, except where extended by mutual agreement of the Company and the Union, and the party claiming to be aggrieved may proceed to the next step in the Grievance-Arbitration procedure.

ARTICLE TWENTY-ONE
ARBITRATION

Section 1.

There shall be no grievances presented to arbitration until all steps of the grievance procedure have been utilized.

Section 2.

If a settlement or adjustment of the dispute cannot be reached,, then either of the two shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of nine (9) names from which the Arbitrator shall be chosen within ten (10) working days of receipt of such list. The names contained on said list shall be stricken in turn until one (1) name remains, and that person shall become the Arbitrator. The parties shall alternately strike first.

Section 3.

The Arbitrator shall not have the power to add to, subtract from, modify, alter or change any of the terms of this agreement or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Agreement or Arbitrate any new provision into this Agreement. The Arbitrator's authority is to interpret and apply provisions of the Agreement.

Section 4.

The parties reserve the right to file post-hearing briefs within thirty (30) days of the arbitration. The Arbitrator shall provide a decision within thirty (30) days of receipt of the briefs or the close of the proceedings if the parties waive the right to file post-hearing briefs. The Arbitrator's decision or award shall be in writing and should reveal the reasoning and grounds on which it is based. The award shall be delivered or mailed to each party.

Section 5.

The decision of the Arbitrator, within the purview of his/her authority, shall be final and binding on all parties.

Section 6.

The parties agree that either party may be represented at arbitration hearings as they may choose and designate. Each of the parties will assume the expenses of presenting its case including the compensation and other expenses of witnesses called or summoned by it.

Section 7.

All fees and expenses of the Arbitrator shall be borne equally.

ARTICLE TWENTY-TWO
BULLETIN BOARDS

Section 1.

The Company shall provide adequate bulletin board space for use of the Union. The number and location of said bulletin boards will be by mutual agreement. All notices placed by the Union on bulletin boards shall relate solely to official Union business and be signed by an official of the Union. A copy of all such notices shall be submitted to the Director, CACI GOCO Operations, for approval prior to posting except:

- (a) Notices of Union meetings
- (b) Notices of elections of Union officials and the results of such elections, and
- (c) Notices of recreational and social events.

Section 2.

The bulletin board shall not be used for posting or distributing pamphlets of a political or religious nature of any kind and shall not in any way be used for commercial advertising purposes.

ARTICLE TWENTY-THREE
GENERAL

Section 1.

Employees covered by this Agreement shall be governed by all reasonable Company rules, regulations, and orders, which are not in conflict with the terms and conditions of this Agreement. The Union reserves the right to challenge any new rule at the time the rule is applied or promulgated as to the reasonableness of the rule.

Section 2.

Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or regulation or by reason of any decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect.

Section 3.

There shall be no unlawful discrimination by the Company, its employees or the Union against any employee because of race, sex, creed, color, religion, national origin, age, disability, veteran status or other status protected by applicable federal, state or local law or regulations.

Section 4.

It is understood wherever in this Agreement employees or jobs are referred to in the male or female gender it shall be recognized as referring to both males and females.

Section 5.

Employees will be responsible for reasonable care of customer and/or Company furnished equipment and will notify the Company of any loss, sabotage or willful damage to Company, customer or employee property or materials.

Section 6.

Employees who are sent away from Sheppard Air Force Base to perform work for the Company will be furnished appropriate transportation. Employees will be reimbursed for travel expenses subject to the limitations imposed by Joint Travel Regulations.

Section 7.

The Company will provide the Union with a copy of the Change of Status form on all new hires in the bargaining unit within twenty-four (24) hours of their date of hire.

Section 8,

Employees tardy solely because of the gate being closed or delayed by the Sheppard Air Force Base Security Police, other than delays caused by the employee, will not be counted tardy and will be paid as though they were present for work on time.

Section 9.

Before completing his first full day of employment, a new employee will be introduced to his Shop Steward.

Section 10.

Upon approval, employees supporting the blood donor program of the American Red Cross (ARC)/ Sheppard Air Force Base may report two (2) hours late after donating blood or leave two (2) hours early from their normal scheduled work shift to donate blood. This time off for blood donation shall be counted as hours worked with no loss of pay. The employee will provide a statement from the ARC in order to receive credit for the hours worked.

Section 11.

When employees are necessarily absent from their regular work shift by reason of required jury duty, or to report to a court in person in response to a jury duty summons, or to report for jury examination, they shall be granted pay for those hours during which they are necessarily absent from their regular work shift, less any fee or other compensation paid to them by the court for such service. Employees assigned to shifts other than the day shift shall be considered as assigned to the day shift for the purposes of this article.

A. Pay for such time lost shall be computed at the employee's straight-time base rate of pay. In no event shall payment be made for jury duty performed on the employee's regularly scheduled days off, holidays defined herein or for any hours in excess of forty (40) in any workweek. Such paid time will be considered time worked for the purpose of computing overtime pay.

B. To be eligible for payment of jury service pay, employees must notify their Supervisor no later than the completion of their next regular work shift following receipt by them of such notice or summons. Further they shall be ineligible to receive jury service pay until such time as they present to the Company a statement from an official of the court attesting to the date or dates and time of such jury service, and the fee or compensation paid to them by the court, exclusive of transportation allowances.

Section 12.

Employees who have completed their trial period shall be allowed time off with pay in the event of a confirmed death in their immediate family as follows:

A. An employee shall be eligible for three (3) days bereavement leave with pay upon a death in his/her immediate family. To receive bereavement pay the leave must be taken not later than five (5) days after the date of the funeral. Bereavement pay will not be granted for Saturday, Sunday, or Holidays or any other day in which the employee will be otherwise compensated. Such paid time will be considered time worked for purposes of computing overtime. The company reserves the right to obtain verification of the death.

B. For the purpose of this Article as it relates to death in the immediate family, "immediate family" is defined as follows: Spouse, mother, father, children, brother, sister, stepmother, stepfather, stepsister, stepbrother, stepchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, sister-in-law and brother-in-law.

ARTICLE TWENTY-FOUR UNIFORMS

Section 1.

Employees will wear Company provided uniforms (shirts and pants or coveralls) that include Company provided patches. The Company will provide each employee an initial issue of 5 sets of uniforms (shirts and pants) and 2 jackets. In addition, 1 set of wash and wear, insulated coveralls will be issued to employees whose responsibilities require them to work for extended periods of time outdoors in harsh weather conditions. These coveralls will be the only authorized outer garment when worn. These uniforms will be issued at company cost. The IAM patch may be worn on the right shoulder. Employees may wear head covering provided by the Company or Union. No other head covering is authorized. However, reasonable exceptions will be made on inclement weather days. Individual employees may choose the number of uniform shirts they prefer to have provided with long sleeves and the number to be provided with short sleeves as long as the Company's 5 shirt limitation is not exceeded. Employees may elect to purchase additional uniforms at their cost from the uniform supplier for the same price as the Company pays for these uniforms. Uniforms which, due to fair wear and tear, no longer meet the Company's cleanliness or appearance standards will be replaced by the Company at no cost to

the employee. However, uniforms which, due to lack of reasonable care and upkeep, no longer meet the Company's cleanliness or appearance standard will be replaced at the employee's cost. Employees will be responsible for individual laundering or cleaning.

Section 2.

If approved by the USAF, plain white, plain blue or Union provided navy blue or gray pocket T-shirts may be worn when the temperature exceeds the limits set by the Chief of Supply.

Section 3.

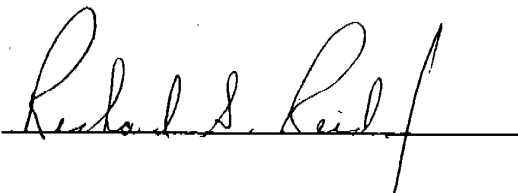
When required by the nature of the job, employees will wear Safety Toe Shoes provided by the company. One pair of shoes will be provided each year.

ARTICLE TWENTY-FIVE
DURATION

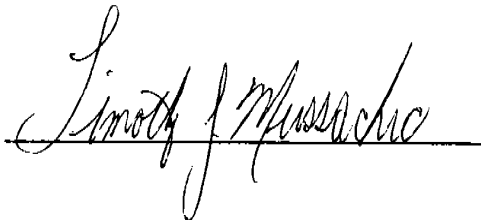
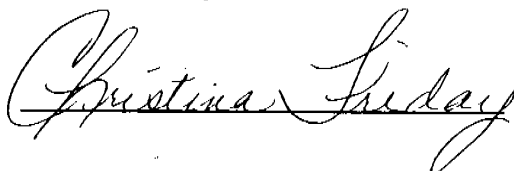
This agreement shall be effective on July 16, 1997 and shall continue in full force and effect through July 17, 2002 and thereafter from year to year unless sixty (60) days prior to the normal expiration date of this agreement either party gives written notice by registered mail to the other of its intent to amend, modify, or terminate the agreement. All economic changes will take effect October 1 following the ratification of this contract and on October 1 of each contract year.

In witness whereof the parties hereto have caused this Agreement to be executed by their authorized agents this 15th day of July, 1997.

FOR THE COMPANY:


_____
_____

FOR THE UNION:


_____
_____

**APPENDIX A
WAGES**

GRADE	JOB TITLE	10/1/97	10/1/98	10/1/99	10/1/00	10/1/01
GRADE 1	Lab Tester III	\$ 15.46	\$ 16.08	\$ 16.72	\$ 17.39	\$ 18.08
GRADE 2	Fuel Dist Oper II	\$ 15.01	\$ 15.61	\$ 16.24	\$ 16.89	\$ 17.56
GRADE 3	Mat'l CoordinatorII	\$ 14.10	\$ 14.66	\$ 15.25	\$ 15.86	\$ 16.50
GRADE 4	Fuel Dist Oper I	\$ 13.77	\$ 14.32	\$ 14.90	\$ 15.49	\$ 16.11
GRADE 5	Forklift Operator	\$ 13.73	\$ 14.28	\$ 14.85	\$ 15.44	\$ 16.06
GRADE 6	Inspector	\$ 13.58	\$ 14.12	\$ 14.69	\$ 15.28	\$ 15.89
GRADE 7	Comp Oper III (Sched)	\$ 13.33	\$ 13.86	\$ 14.41	\$ 14.99	\$ 15.59
GRADE 8	Supply Tech II	\$ 13.24	\$ 13.77	\$ 14.32	\$ 14.89	\$ 15.49
GRADE 9	Computer Oper III	\$ 12.75	\$ 13.26	\$ 13.79	\$ 14.35	\$ 14.92
GRADE 10	Supply Technician I	\$ 12.69	\$ 13.20	\$ 13.73	\$ 14.27	\$ 14.84
GRADE 11	Truck Driver T/T	\$ 12.68	\$ 13.19	\$ 13.71	\$ 14.26	\$ 14.83
GRADE 12	Computer Oper II (PC)	\$ 11.95	\$ 12.42	\$ 12.92	\$ 13.44	\$ 13.98
GRADE 13	Prod Control Clerk	\$ 11.34	\$ 11.80	\$ 12.27	\$ 12.76	\$ 13.27
GRADE 14	Warehouseman	\$ 11.30	\$ 11.75	\$ 12.22	\$ 12.71	\$ 13.22
GRADE 15	Truck Driver Med	\$ 11.15	\$ 11.60	\$ 12.06	\$ 12.54	\$ 13.05
GRADE 16	Munitions Handler	\$ 11.02	\$ 11.46	\$ 11.92	\$ 12.40	\$ 12.90
GRADE 17	Acct Clerk IV	\$ 10.98	\$ 11.42	\$ 11.88	\$ 12.35	\$ 12.85
GRADE 18	Truck Driver LT	\$ 10.79	\$ 11.22	\$ 11.67	\$ 12.14	\$ 12.62
GRADE 19	Computer Oper II	\$ 10.74	\$ 11.17	\$ 11.61	\$ 12.08	\$ 12.56
GRADE 20	Receiver	\$ 10.69	\$ 11.12	\$ 11.57	\$ 12.03	\$ 12.51
GRADE 21	Munitions Supply Clerk	\$ 10.45	\$ 10.87	\$ 11.30	\$ 11.76	\$ 12.23
GRADE 23	Supply Clerk III	\$ 10.44	\$ 10.86	\$ 11.29	\$ 11.74	\$ 12.21
GRADE 22	Mat'l Handler III	\$ 10.40	\$ 10.81	\$ 11.25	\$ 11.70	\$ 12.16
GRADE 24	Inventory Clerk III	\$ 10.06	\$ 10.46	\$ 10.88	\$ 11.31	\$ 11.77
GRADE 25	Mat'l Handler II	\$ 9.62	\$ 10.01	\$ 10.41	\$ 10.82	\$ 11.26
GRADE 26	Word Processor II (Clk)	\$ 9.53	\$ 9.91	\$ 10.31	\$ 10.72	\$ 11.15
GRADE 27	Supply Clerk II	\$ 9.52	\$ 9.90	\$ 10.29	\$ 10.71	\$ 11.13
GRADE 28	Supply Clerk I	\$ 9.03	\$ 9.39	\$ 9.77	\$ 10.16	\$ 10.56
GRADE 29	Mat'l Hander I	\$ 8.81	\$ 9.16	\$ 9.52	\$ 9.91	\$ 10.30

APPENDIX B GROUP INSURANCE

FLEX PLAN. The Company-sponsored "Flex Plan" is designed to provide options for comprehensive medical and dental insurance, including family coverage, and two life insurance options. Depending on the coverage elected, the Company either pays 100% or a substantial portion of the employee cost for these benefits and some of the dependent cost. The Enrollment Form will include, as employee-paid "premiums", any employee or dependent cost for the options available. Total employee cost for the coverage elected is the sum of these premiums, which are paid by payroll deduction on a pre-tax basis, unless otherwise noted. (A pretax payment reduces the actual cost of the benefit by the amount of the employee's tax rate.)

MEDICAL BENEFIT OPTION. The Company's managed care system provides a health care plan with coverage commencing 30 days from date of hire. Health plan options vary based on availability by location. At least one of three health insurance options - a core HMO, a PPO, or Indemnity Plan, will be provided by an underwriter selected by the Company. All Plans include wellness benefits such as adult preventative exams and routine well-child care and immunizations. In most areas, the employee may elect an enhanced plan. Alternatively, if the employee has medical insurance under another plan, he/she may elect to opt-out of the Company-provided coverage and receive cash in lieu of the benefit. The options include:

- a. **HMO** - (where available) A Health Maintenance organization ("HMO") which provides health care through membership in a network of providers. HMO participants select a primary care physician from the HMO's directory and all care and services are provided by, under the supervision of, or by referral from that physician. The HMO minimizes out-of-pocket expenses and provides most care including office visits and vision exams at a \$10 co-pay fee, and prescriptions at a \$5 co-pay fee.
- b. **PPO** - (where available) A Preferred Provider Organization ("PPO") offers enhanced benefits when network providers and facilities are used (including specialists in most fields). The PPO also includes coverage, at a reduced level, for the use of non-network providers. Unlike the HMO, the PPO allows the employee to self-direct care with minimum out of pocket expense. No claim filing is required when network providers are used. This plan is subject to certain preexisting condition limitations.
- c. **Indemnity Plan** - (where available). This plan features annual deductibles, is subject to certain pre-existing condition limitations, and requires the submission of medical claim forms to obtain reimbursement under the Plan's provisions. It is not available where coverage is offered through the HMO or PPO.

DENTAL OPTIONS. A dental indemnity program is provided. This program provides coverage for most dental expense, 100% coverage for preventative care, and low individual and family deductibles, subject to a \$2,000 per year maximum benefit. Supplemental orthodontic benefits are also provided. The same coverage is available for dependents at the employee's cost on a pre-tax basis. An employee may also elect to opt out of this Plan and receive cash in lieu of the benefit.

LIFE BENEFITS OPTIONS.

- a. **Group Term Life Insurance.** The Company provides the following group term life insurance at no cost:
 - **Group Life:** Policy pays one times an employee's annual salary to a maximum benefit of \$500,000.
 - **Accidental Death and Dismemberment:** Policy pays one times an employee's annual salary to a maximum benefit of \$500,000, or pays benefit for certain injuries.
- b. **Universal Life.** An employee has the option to secure a group rated, individual Universal life policy to replace all or a portion of the group Term insurance. If elected, the premium the company would contribute towards the purchase of a group Term life benefit will be combined with the employee's after tax payroll deduction contribution and applied towards the purchase of a Universal life policy. The Universal policy is individually-owned, accumulates cash value for the employee's sole benefit, and is fully portable (i.e., it can continue in force at the same low group cost when the employee leaves the Company's employment) Coverage is available without health qualification.
- c. **Supplemental Term Life Insurance.** An employee may also, at his/her own expense through payroll deductions, purchase additional term life insurance at one, two or three times the employee's basic annual salary.

REIMBURSEMENT ACCOUNT OPTIONS. There are two Flex Plan options for reimbursement Accounts:

- a. **Health Care Account.** Subject to IRS regulations, this Account allows an employee to pay for certain health expenses, such as: deductibles, co-insurance, HMO/PPO co-payments, vision care, routine physical exams, etc., through payroll deduction on a pre-tax basis.
- b. **Dependent Day Care Account.** Subject to IRS regulations,, this account allows an employee to pay for dependent day care expenses through payroll deduction on a pre-tax basis.

NOTE: The Company reserves the right to amend the Appendix B benefits and contribution schedules effective at annual renewal time, when changes in the benefits result from, but are not limited to, amendments to applicable state or federal regulations. Notwithstanding any Appendix B amendments made, the contributions to health and welfare as specified in Article 16 shall not be modified.

APPENDIX C
PENSION PLAN

Section 1.

The Company shall contribute a share of the total health and welfare Contribution to the CFSI GOCO Plan. This amount shall be allocated among participants in an amount proportionate to each participant's compensation as defined in Section 2. The portion of total contributions to be allocated to the participants is calculated as follows:

(Current Health and Welfare Contribution* times Hours Worked) MINUS (Sick Leave Expense plus Personal Leave Expense plus Group Insurance Expense plus Severance Pay Expense) equals Pension Plan Contribution

*As established in Article 16 Section 1

Section 2.

The Company shall allocate contributions based on total "415 Compensation". as defined by ERISA, less overtime pay.

Section 3.

All employees are immediately eligible to participate in the plan, except those part-time employees who are paid for cash-in-lieu-of-benefits covered in Article 16, Section 1.

Section 4.

All participants are 100% vested immediately.

Section 5.

The parties adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated September 1, 1993, as amended, creating the CFSI GOCO Plan and Trust and the Plan rules adopted by the Trustees of The GOCO Plan Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement as currently in effect and as the Trust and Plan may be amended from time to time.

AGREEMENT BETWEEN
AERONAUTICAL INDUSTRIAL DISTRICT LODGE 776
INTERNATIONAL ASSOCIATION OF MACHINIST
AND AEROSPACE WORKERS

AND

J.C. & N. MAINTENANCE, INC.

COVERING EMPLOYEES AT

SHEPPARD AFB

EFFECTIVE DATES

FROM: APRIL 1 1997
TO: SEPTEMBER 30, 2000

PREAMBLE

THIS AGREEMENT is entered into by and between J. C. & N. MAINTENANCE, INC., hereinafter referred to as the "Company", and INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE WORKERS, AERONAUTICAL INDUSTRIAL DISTRICT LODGE 776 hereinafter referred to as the "Union" as the bargaining unit representative of the Company's employees engaged in services provided to the Department of the Air Force located at SHEPPARD AFB, Texas, hereinafter referred to as "Sheppard AFB" (and expressly excluding those employees whose positions were not immediately preceding their employment with the Company, subject to a collective bargaining agreement with Aeronautical Lodge 776). In the mutual interests of the employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the Parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

ARTICLE I - UNION RECOGNITIONSection A.

The Company hereby recognizes the Union as the sole bargaining agent of all of its employees at SHEPPARD AFB who engaged in services provided to the Department of the Air Force located at SHEPPARD AFB, Texas, expressly excluding those employees whose positions were not immediately preceding their employment with the Company, subject to a collective

Section B.

Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Section C.

It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to evade the terms of this Agreement. The Company shall give a copy of this Agreement to the Contracting Officer at the Sheppard AFB.

ARTICLE II - UNION SECURITY AND MEMBERSHIPSection A.

During the existence of this Agreement, the Company, insofar as permitted by State and Federal Law, shall deduct out of the current net earnings payable to an employee covered

by this Agreement, Union dues, initiation fees and reinstatement fees, upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on a card as agreed upon between the Company and the Union and shall continue deductions until such authorization is duly revoked by the employee. Failure to authorize dues deductions does not relieve employees from the Agency Shop obligation under this Article.

Section B.

In making deductions and remittances for reinstatement fees, initiation fees and dues to the Union, the Company is entitled to rely upon the notification of the Secretary-Treasurer of District Lodge 776 of the amount of money due the Union by an employee. The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article, specifically including, but not limited to, the Company's agreement to deduct Union dues, initiation fees and reinstatement fees from the employee's pay check, and the Union assumes full responsibility for the disposition of the funds so deducted when turned over to the Secretary-Treasurer of the Union.

Section C.

Deduction from money due the employee pursuant to this Article shall be made from the net earnings due the employee payable on the first regular payday in each month, provided the Company has received such authorization and notice from the Secretary-Treasurer of District Lodge 776 by the 25th day of the preceding month in which such deductions are made. There shall be only one remittance per month by the Company.

Section D.

In the event an employee does not have sufficient earnings on the first regular payday in the month to cover the amount of said deductions for that month, the Company shall make such deductions from the earnings due the employee on the first regular payday of the next succeeding month. Except as provided above, deductions for dues shall be for the current month only.

Section E.

Deductions shall be remitted to the Secretary-Treasurer of District Lodge 776 not later than ten (10) days following the payday on which the deductions were made. The Company shall furnish to the Secretary-Treasurer of District Lodge 776 at the same time, a list showing those members for whom deductions have been made and the amount thereof.

Section F.

Should an employee be promoted or transferred to a classification not covered by this Agreement, the Company shall cease deducting dues from such employee. When ceasing to deduct dues for reasons cited in this Section, the Company shall submit the names of such employees, and the reasons for no deductions to the Secretary-Treasurer of District Lodge 776.

Section G.

There shall be no solicitation of employees for Union membership or dues conducted upon the premises of the Company during times when either the employee/s being solicited or the employee/s performing such solicitation are being paid by the Company to perform work.

The Chief Steward or Shop Steward will be allowed to meet new bargaining unit employees.

Section H.

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Section E.

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

Section F.

The Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such list will be prepared monthly and will show the name, Social Security number and address, job classification and hire or termination date of such employees who were hired or terminated during the month for which the list is prepared.

Section K.

The Company shall notify the Union of all job openings within the bargaining unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant referred by the Union. Nothing in this contract, however, shall be construed to create an exclusive hiring hall arrangement, and the Company shall at all times be free to advertise and list said job openings with employment agencies and to otherwise fill its job openings from any sources available to the Company, including, but not limited to, employees employed by the

Company at other locations of the Company or its franchisees not covered by this Agreement.

Nothing contained in this agreement shall be construed to prohibit the cross utilization of employees in different job positions, provided that the appropriate wage is paid to the employee for the time the employee works in each position. However, where an employee must be trained to become qualified to work in a different job position, and the different job position has a higher wage rate; then, the employee will be paid his regular rate of pay during a reasonable training period. Nothing in this provision shall be construed as a means of evading paying the higher rate of a job classification while a qualified employee is cross utilized.

Section 4.

The Company shall be the judge of the qualifications of its employees, but shall give full consideration, without prejudice, to the members of the Union, provided that they have the necessary qualifications.

ARTICLE III - EQUAL OPPORTUNITY

Section A.

In accordance with the established policy of the Company and the Union, the provisions of the Agreement will apply equally to all employees hereunder regardless of sex, color, age, race, creed or national origin. The Company and the

Union also recognize the desirability of implementing the national policy of providing equal opportunity to all persons and agree to work actively toward the implementation of that policy.

Section B.

There will be no discrimination against any employee on account of membership in, or activity in behalf of, the Union.

ARTICLE IV - ACCESS TO UNIT

Duly authorized representatives of the Union shall be permitted to investigate the standing of all employees, and investigate conditions to see that the Agreement is being enforced, provided that no interview shall be held during duty hours nor unreasonably interrupt the duties of any employee. The Company shall be notified by the Union representative before he shall take action with the person involved. The representative of the Union shall contact the highest ranking Company representative then present at the facility and inform him of the circumstances. The employer and the Union representative shall conduct themselves in such manner as to carry out the intent and spirit of this section.

ARTICLE V - MANAGEMENT

The Company shall remain vested with all management functions, including the full and exclusive control, direction but not limited to the right to hire, suspend, or discharge

for just cause, to assign to jobs, to increase and decrease work force, to determine services to be performed, to judge an employee's ability, to determine the schedule of work, and the methods, processes of means of performing the work or services, to promote, demote, or transfer, to maintain discipline of employees and to make reasonable rules and regulations for the purpose of maintaining efficiency and discipline which do not conflict with the terms of this Agreement and the contract with the Government. The Company further shall have the right to establish reasonable standards relating to the performance of the job functions and to be the judge of an employee's ability to perform work according to the standards so set. Should an employee be unable to perform work according to the Company's standards, the Company shall have the right to terminate and discharge that individual from employment, subject to the provisions of this Agreement. In the event of a conflict in interpretation by any arbitrator or court of competent jurisdiction as against any other provision of this agreement, this section shall prevail.

ARTICLE VI - PROBATIONARY PERIOD

Section A.

Every new or rehired employee shall be on probation for the first ninety (90) days of employment or re-employment.

However, the probationary period shall be forty-five (45) calendar day for those employees, who immediately prior to the employment with the Company, were employed by UNC Lear Siegler as Fuels Control Center Clerk, Refueling Operator, or Lead Refueling Operator.

Section B.

At any time during the probationary period an employee may be discharged for any reason, and any such employee so discharged shall not have the right to file a grievance or have other recourse to the grievance procedure.

ARTICLE VII - SENIORITY

Section A.

It is agreed that the Company and the Union will meet for the purpose of establishing a seniority list for all employees employed in the unit at the time of the signing of the Agreement. Said seniority list will be based upon official records of the Union, of the Company, of its predecessors, and state and federal agencies. Not later than fifteen (15) days prior to the expiration of the Company's contract at Sheppard AFB, the Company shall furnish the Union and the successor contractor a list of all its current employees together with their dates of hire and the dates their last vacation pay was paid by the Company. The following Sections in this Article shall become applicable and shall be in full force and effect

upon the establishment of said seniority list. In establishing the initial seniority list for employees at the time of the signing of this Agreement, employees transferred to the Sheppard AFB covered by this Agreement shall receive seniority in accordance with their tenure of service with the Company or its franchise as the case may be, regardless of where such service was performed. Other employees transferred to the Sheppard AFB covered by this Agreement by the Company to fill vacancies shall likewise receive seniority in accordance with their tenure with the Company or its franchise, as the case may be, regardless of where such service was performed. Seniority shall for all purposes of this Article be on the basis of job classification, unless specifically stated otherwise.

When two (2) or more employees have the same seniority date as herein provided, the employee having the lowest last four(4) numbers of his/her social security number shall be considered having the most seniority for tie breaking purposes.

Section B.

In the event that the Company finds it necessary to lay off employees for any reason, other than disciplinary, such layoffs shall be on the basis of seniority within the affected job classification, i.e., the employee on duty in the

establishment where the layoff occurs having the shorter period of continuous service with the Company shall be laid off before any other employee having a longer period of continuous service. The Company shall recall such laid-off employees in the reverse order. Senior employees shall have preference of full-time employment at all times if equal distribution of work is impossible. Senior employees may, however, exercise their seniority rights by taking a job in a lower classification.

Section C.

Except as otherwise provided in Section A of this Article, seniority shall be measured from the date of the employee's initial hire at the Sheppard AFB with the Company or a predecessor employer engaged in providing similar services at Sheppard AFB, provided there has been no break in seniority under Section E of this Article.

Section D.

An employee shall lose his seniority upon his retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

- (1) fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by this Company to be beyond the control of the

employee and he reported such conditions as soon as possible to the Company;

(2) is on layoff for a period exceeding one (1) year;

(3) is absent from work for two (2) consecutive work days without an excuse acceptable to the Company or without having properly notified the Company of the reason for absence even though the reason for such absence is beyond the control of the employee; or in any event, fails to report for work as scheduled without such reason;

(4) fails, while on layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than seven (7) work days and provided that the employee notifies the Company, within three (3) days of such notice that he will return to work within the seven-day period.

The Company fulfills its obligations under this Section by sending notice by telegram, federal express or by certified letter to the last known address of the employee. It is the obligation of the employee to keep the Company informed of his current address and telephone number.

Section E.

An employee who has occupied a position with the Company covered by this Agreement, and who accepts a position with the Company in a classification not covered by this Agreement will continue to accrue seniority for nine (9) months, after which period he shall retain his accumulated seniority, provided he remains in the employ of the employer.

Section F.

The Company and the Union agree to the principal that shift preference should be given to senior employees in each classification within the sections to the extent possible while maintaining a balanced work force. Employees will be allowed once a year during the month of November to request a shift preference. The Company will review the requests in the first two weeks of December. An approved shift change will take effect on the first workday in January. Nothing in this Section shall be construed as a limitation on the Company's duty and right to make shift schedules and to assign employees or as a guarantee of any particular number of hours of work.

Section G.

From time to time the Company will classify job positions and prepare position descriptions for each classification. A copy of the position descriptions will be provided to Union.

When a vacancy occurs within any classification defined by the Company, the opening will be posted for bid by

employees for five (5) working days. Employees interested in the position must apply for the position. The Company will evaluate the applicants on the basis of skill, ability, qualifications and seniority. If all other factors are equal, the bidder with the most seniority will be appointed to the position.

ARTICLE VIII - DISCHARGE

No employee shall be discharged without just cause, and all dismissals will be subject to the grievance procedure and arbitration clause. Reprimands may be given verbally or in writing. Discharge notices shall be in writing and shall be signed by the Project Manager. Copies of the discharge notice shall be given to the employee discharged and to the shop steward. Each reprimand shall be canceled after one (1) year, except for reprimands given for the same offense. Three (3) reprimands for minor offenses may result in immediate dismissal. Theft, intoxication on the job, failure to perform work as directed, disruption of work, illegal use of drugs and showing disrespect or insubordination shall result in an immediate dismissal regardless of the number of prior reprimands, in accordance with the Company's Standards and Conditions of Employment. In addition, the refusal of the Government to issue a Secret or other required security clearance to the employee or denial of entry to the Government

installation,, or the inability to obtain a required licenses or certification shall be a cause for termination.

ARTICLE IX - GRIEVANCE PROCEDURE

Section A.

A grievance is defined as a claim or dispute by the employer or employee or the Union concerning the interpretation or the application of this Agreement.

Section B.

All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure.

Step 1: The employee who has a grievance shall discuss it with the Project Manager either himself or through his shop steward. If the grievance is not settled at the Step 1 meeting, it may be appealed by the Union Representative to the Project Manager to Step 2 within five (5) working days of the Step 1 meeting. Company grievances shall be processed beginning with Step 2.

Step 2: The Union Representative and the Project Manager will discuss the grievance. If the grievance is not disposed of to the satisfaction of the party filing the grievance at Step 2, the grievance may be appealed to Step 3 by the party or representative of the party filing

the grievance by filing a written appeal to the opposing party within seven (7) working days after Step 2.

Step 3: Within ten (10) working days after the appeal of the opposing party, the parties (the Company represented by its designated representatives and the Union represented by its designated representatives) will meet to attempt to settle the grievance. The party being complained against shall render that party's decision in writing within ten (10) working days of such meeting. If the grievance is not disposed of to the satisfaction of the complaining party, the grievance may be appealed to arbitration by the Company or the Union by serving a written demand for arbitration on the other party within five (5) working days of receipt of such written decision.

Section C.

A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed within five (5) working days of discharge.

Section D.

A grievance not involving discharge shall be without effect unless filed in writing within three (3) working days from the date the complaining party discovered the facts or should have discovered the facts giving rise to the grievance.

Section E.

Union grievances shall be presented, discussed and investigated outside of normal duty hours.

Section F.

At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein other than persons who have previously participated in such grievance. The officially designated representative of either party may be accompanied by two other persons at any step of the procedure except Step 1. The parties may mutually agree that further representatives may be present.

Section G.

The time limits set forth in this Article are to be strictly construed and may be extended only where the parties have mutually agreed to do so in writing.

ARTICLE X - ARBITRATION

Section A.

With ten (10) working days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) working day of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and

Conciliation Service to submit a list of five (5) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet within seven (7) working days of the receipt of the list and shall alternately strike one (1) name from the list. The fifth (5th) remaining person shall thereupon be selected as the impartial arbitrator. When the parties agree, the striking of the panel may be done telephonically.

Section B.

Within ten (10) working days after the selection of the arbitrator, the parties shall enter into a submission agreement which shall clearly state the arbitrable issue or issues to be decided. If the parties are unable to agree on a joint statement of the arbitrable issue or issues to be decided by the arbitrator, the submission shall contain the written grievance and the disposition of the same with the notation that the parties could not agree upon a submission agreement.

Section C.

During the hearing, each party shall have full opportunity to present evidence and arguments, both oral and documentary. The impartial arbitrator will render his finding and award in writing within fifteen (15) calendar days after the conclusion of the hearing. The decision of the impartial

arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.

Section D.

The fees of the arbitrator and necessary expenses, including transcript, if requested by either party, of any arbitration proceeding shall be borne equally by the Company and the Union except that each party shall pay the fees of its own counsel or representative. If an employee witness is called by the Company, the Company will reimburse him for time lost at his regular straight time Sheppard AFB rate. If an employee witness is called by the Union or if an employee-grievant is present at the hearing, the Union will reimburse such personnel for time lost.

ARTICLE XI - MILITARY LEAVE

Section A.

Employees entering the military or naval service, Red Cross, or other combat relief service or conscripted civil service of the United States during the life of this Agreement will be placed on military leave of absence in accordance with the provisions of the Universal Military Training and Service Act, and will retain their seniority while in such service and be returned to their former positions upon honorable discharge

from service, provided they are physically and mentally capable of working.

Section B.

An employee who is a member of a military reserve unit and who is required to participate in active training will be granted a leave of absence without pay for the period of such training duty, not to exceed thirty (30) days in any year.

Section C.

An employee applying for leave under this Article will give the Company at least five (5) working days notice prior to reporting date, if possible.

ARTICLE XII - LEAVE OF ABSENCE

Section A.

Employees are entitled to leaves of absence not exceeding one (1) year for good cause. Any leave of absence will be without pay or benefits. Such leave of absence may be granted for restoration of health, medical, dental or other treatment, maternity leave, or employment by the Union, and shall not prejudice seniority status for purposes of layoffs and recalls.

Section B.

Upon return from a leave of absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority. Any person hired or

promoted to fill a vacancy caused by the leave of absence shall be laid off or returned to the person's previous position upon the return of the person taking a leave of absence.

Section C.

Any employee who engages in gainful employment without permission of the Company while on leave of absence shall be subject to discharge.

Section D.

All leaves of absence must be applied for in writing and if granted must be granted in writing by the Company. No leave of absence will be granted for periods of less than 30 days.

Section E.

All leaves of absence shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

ARTICLE XIII - SHOP STEWARDS

Section A.

The shop steward shall be designated by the Union from the group he or she is to represent, and the Union will notify the Company of the duly designated shop steward at Sheppard AFB.

Section B.

The shop steward shall not interfere with the management of the business or direct any work of any employee, but may advise the Company of any violation of the Agreement and also notify the employee participating therein.

Section C.

Prior to leaving the work area, the shop steward will request permission from the supervisor. The shop Steward will not leave the work area during rush hours.

Section D.

For the purposes of layoffs and rehire, shop stewards shall be entitled to top seniority at the Sheppard AFB to the fullest extent allowed by law.

ARTICLE XIV - LAYOFFS AND RECALLS

In the event of a reduction of forces, the Company will give reasonable notice of layoff, under the circumstances, to the employees with the least seniority, and will recall employees in the reverse order, such seniority to be by job classification. Whenever practical, such notice will be given two regularly scheduled shifts before that employee's last day of work. No new employees will be hired until all qualified, laid-off employees have been recalled.

ARTICLE XV - WAGES

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The schedule of effective wages rates and job classifications for employees is set forth in Appendix "A", attached. Wages shall be reasonable in relation the prevailing wage of the city or area where the Company provides contract services. In addition to the wages agreed to herein, the Company shall provide the benefits defined by this agreement or by the Appendixes, to a maximum of \$2.56 per hour worked. Excluded from this limitation are vacation and holiday pay.

ARTICLE XVI - OVERTIME

Section A.

One and one-half (1 ½) times the hourly rate of pay will be paid for all hours worked in excess of forty (40) hours per week.

Section B.

An employee who is scheduled and reports for work at the scheduled time without having been notified not to report, shall be given two (2) hours work or if no such work is available, he shall be given two (2) hours pay at his applicable rate.

Section C.

An employee who is called and reports back to work after he has completed his regularly assigned shift shall receive a

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minimum of two (2) hours pay at his applicable rate. The Company will not impose a temporary shift in order to deprive an employee of call back pay.

Section D.

When an employee works more than eight (8) hours in any twenty-four (24) hour period due to a change of shift pursuant to his request, or in accordance with the regular rotation of employees, such employee shall receive only straight time for the second eight (8) hours or portion thereof worked during such twenty-four hour period.

Section E.

Overtime work will be distributed among the employees qualified to perform the work necessitating overtime within the appropriate crew or shift as equitable as practicable. Overtime lists will be made available to shop stewards on request. The Company will give as much notice of overtime as practicable.

Section F.

No overtime will be worked except by prior direction of the proper supervisory personnel of the Company, except in case of emergency and when prior authority cannot be obtained.

Section G.

For overtime purposes, a day is the twenty-four (24) hour period beginning with the starting time of the employee's regular work shift.

Section H.

Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

ARTICLE XVII - FRINGE, HEALTH AND WELFARE

The Company shall pay the health and welfare benefits as set forth in Appendix "B". attached.

ARTICLE XVIII - VACATIONS

Section A.

Employees shall be entitled to paid vacations as set forth in Appendix "C" attached.

Vacations will not be accumulated from year to year, nor taken back to back. If the Company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof. on the anniversary date of his employment. The employee may take his vacation in more than one segment with the consent of the Company.

Section C.

An employee will receive an extra day's vacation or be paid an extra day's pay for a paid holiday which falls within his vacation period.

Section D.

Vacations will be granted at times most desired by employees in order of seniority within their work shifts, but the final right as to allotment and scheduling of vacation periods is reserved to the Company in order to assure the orderly operation of its business. Except in cases of emergency, a vacation period once assigned will not be canceled by the Company except with the agreement of the employee.

Section E.

Temporary layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation, and shall be counted toward the required year for each vacation period.

ARTICLE XIX - HOLIDAYS

Section A.

Holidays for which every employee will be compensated at the regular rate of pay are set forth in Appendix "D" attached hereto. Regular rate of pay means the base rate of pay for the position assigned to the employee. In computing the number of hours for which an employee is entitled to compensation, the proportion which the average number of hour worked by an employee during the preceding normal work week bears to forty (40) hours shall be applied to eight (8) hours to determine

the number of paid hours said employee is entitled to receive. Bereavement and sick leave occurring within the preceding normal work week shall be counted for the purpose of computing Holiday pay. For example -- If an employee worked twenty two (22) hours during the normal work week preceding the holiday week, and has eight (8) hours of bereavement leave during the same period, his holiday pay would be computed by taking $3/4$ ($30/40$) of eight (8) hours and multiplying the resulting six (6) hours by his hourly Sheppard AFB rate of pay.

Section B.

If the Company requires an employee to work on a holiday, he shall be paid in addition to the holiday pay at one and one-half ($1 \frac{1}{2}$) times their regular or base rate of pay for the hours worked on the holiday.

Section C.

In the event that one of the holidays shall occur during the employee's vacation, the employee will receive an additional day of paid vacation, unless the employee and the Company agree that he may receive pay in lieu thereof.

Section D.

When the Company required work on any shift on a holiday, it shall post a notice of such requirement at least seven (7) days prior to that holiday. Said notice shall provide space for the signatures of volunteers for such work. If not enough

qualified volunteers sign said notice within three (3) days after posting, the Company shall select qualified employees in reverse seniority to protect the work to be performed.

However, if too many employees volunteer, the Company shall select qualified employees in order of seniority to perform the work.

ARTICLE XX - SICK LEAVE

Sick leave will be paid as set forth in Appendix "F" attached hereto.

ARTICLE XXI - BEREAVEMENT LEAVE

Bereavement leave will be paid as set forth in Appendix "G" attached hereto.

ARTICLE XXII - PENSION

The Company shall pay pension benefits as set forth in Appendix "H" attached hereto.

ARTICLE XXIII - UNIFORMS

When an employee is required by the Company to wear a uniform, the Company will provide an adequate number of uniforms without cost to the employee. Where uniform cleaning and maintenance is made the responsibility of the employee, the Company will reimburse the employee for such cleaning and maintenance at the rate set forth in Appendix "E" of this agreement. However, in those instances where uniforms furnished are made of "wash and wear" materials, may routinely

be washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing or commercial laundering in order to meet the cleanliness or appearance standards of the Company, by law or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

ARTICLE XXV - NO STRIKE - NO LOCKOUT

Section A.

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow-down of operations.

Section B.

During the term of this Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

Section C.

The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of the Agreement

ARTICLE XXVI - EMPLOYEE INJURY

An employee injured during working hours while performing their assigned duties, shall receive the rest of the day off without loss of pay, provided that the injuries are such that a doctor orders the employee not to return to work.

ARTICLE XXVII - GOVERNMENT REQUIREMENTS

The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities which the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government, regulations or rules of an Agency of the Government, or to comply with the performance requirements of its contract, shall not constitute a breach of this Agreement.

ARTICLE XXVIII - GENERAL

Section A.

This Agreement, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole agreement between them involving the employees covered by this Agreement. Any alteration or modification of this Agreement must be made by and between the parties hereto and must be in writing.

Section B.

In the event any provision of this Agreement is declared invalid by any competent court or governmental agency on account of existing or future legislation, such invalidation shall not affect the remaining provisions of this Agreement.

Section C.

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Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.

Section D.

1. Employees entering the service of the Company may be required to take a physical examination specified by the Company. Any time thereafter, an employee may be subjected to further physical examinations during the course of his employment or recall to service after layoff or leave of absence.
2. A requirement on the Company's contract with the Government provides that the workplace remain drug free. In order to assure compliance, employees may be required to submit to drug testing where: (1) the Company is so directed by the Government, or; (2) where there is a basis for a suspicion that the employee is impaired in his performance, or ; (3) where the employee has been involved in an accident on or off of the work site which involves the operation of a Government or Company motor vehicle, or any powered equipment while on duty, or; (4) where the employee has been arrested for any offense

which alleges impairment, possession or sale of any controlled substance. Alcohol and prescriptive medications are drugs within the meaning of this paragraph.

3. Employees may from time to time operate Company or Government vehicles and equipment. Therefore the employee has a mandatory duty to report any arrest related to a drug or alcohol offense to the Company. Such reporting may result in the employee being denied entry to the Government installation, or in the loss of a necessary Secret or other security clearance, or in the employee being prohibited by Government regulation or by the Company from operating powered vehicles or equipment. In such event the Company will consider placing the affected employee in another position not requiring a security clearance or the operation of vehicles and equipment; provided that such can be done without adverse economic effect to the Company and without displacing another employee. In the event that an employee fails to render any report required by this section, the Company will terminate the employee for cause.

4. In the event that the Company requires drug testing under the provisions of this section, then the Company

will bear the costs of examination, laboratory testing and diagnosis.

Section E.

The Company shall provide bulletin board space for use by the Union.

Section F.

In the event the Department of Labor determines that the wages and fringe benefits contained in this Agreement were not reached as a result of arms-length negotiation or are substantially at variance with those prevailing for services of a similar character in the locality, then such wages and benefits shall be rendered null and void. In such event, the Company shall be obligated to pay the wages and fringe benefits specified in the appropriate wage determination issued by the Department of Labor.

ARTICLE XXIX - DURATION

Section A.


This Agreement shall become effective April 1, 1997 and shall continue in full force and effect until September 30, 2000 and shall renew itself each successive ~~April 1st~~ ^{October 1st} thereafter unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party at least sixty (60) days but not

~~F41612~~ 98 00001

more than ninety (90) days prior to the termination date of the contract.

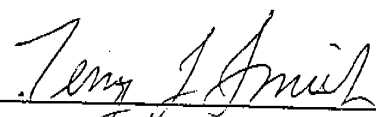
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of April, 1997

FOR THE COMPANY



Donald E. Lowery, President
J.C. & N. Maintenance, Inc.

FOR THE UNION



Terry Smith, Business

Representative

International Association of
Machinists & Aerospace Workers
(IAM & AW) District 776

Don Ruth,
Negotiating Committee

Tom Booher,
Negotiating Committee

MEMORANDUM OF AGREEMENT

AGREEMENT made this 8th day of April 1997, by and between INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE WORKERS, AERONAUTICAL INDUSTRIAL DISTRICT LODGE 776, (the "Union"), and J.C. & N. MAINTENANCE, INC., (the "Company").

WITNESSETH

WHEREAS, the parties have entered into a collective bargaining agreement effective April 1, 1997 covering wages, hours and working conditions of the Company's employees employed by the Company at Sheppard AFB; and,

NOW, THEREFORE, it is hereby agreed that the wage and fringe terms of the collective bargaining agreement shall be changed and become effective as of April 1, 1997, as set forth on the following Appendix parts A through H, inclusive:

APPENDIX "A"

WAGES

	CURRENT	EFFECTIVE APRIL 1, 1997
Fuels Control Center Clerk	\$10.86	\$10.86
Refueling Operator	\$15.44	\$15.44
Lead Refueling Operator	\$18.34	\$18.34

SHIFT DIFFERENTIAL

A differential premium of twenty-five cents (\$0.25) per hour will be paid for all hours worked between 18:00 and 05:30 hours.

PAYMENT IN LIEU OF GENERAL WAGE INCREASE

In lieu of a general wage increase, the parties have agreed that the Company will make a single payment annually in the amount of 3% of the employees earnings during the preceding year. The preceding year shall be the inclusive period of October 1 through September 30 of the year immediately preceding the annual payment.

The payment in lieu of a general wage increase will be made on the following schedule:

10/01/1998
10/01/1999
10/01/2000

APPENDIX "B"

HEALTH AND WELFARE

EFFECTIVE APRIL 1, 1997:

Health and Welfare contributions shall be paid on all hours worked, all hours paid for vacation, holidays, and sick leave, but shall not exceed forty (40) hours in any one week, and the payments per hour shall be as follows:

The Company shall contribute Two Dollars and one cents (\$2.01) per hour to the for Health and Welfare Benefits.

These benefits may consists of health care plans, life insurance (up to one times annual earnings), disability plans or any combination thereof. The initial selection of the plan or plans shall be by mutual agreement of the parties.

APPENDIX "C"

VACATION

EFFECTIVE APRIL 1, 1997:

Two (2) weeks paid vacation after one (1) year of service with a contractor or successor.

Three (3) weeks paid vacation after ten (10) years of service with a contractor or successor.

Four (4) weeks paid vacation after fifteen (15) years of service with a contractor or successor.

Length of service includes the whole span of continuous service with the present (successor) contractor; wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility.

APPENDIX "D"

HOLIDAYS

EFFECTIVE APRIL 1, 1997:

- | | |
|---------------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King, Birthday | 7. Columbus Day |
| 3. Washington's Birthday | 8. Veterans' Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

APPENDIX "E"

UNIFORMS

\$4.25 per week or \$0.85 per day.

APPENDIX "F"

SICK LEAVE

EFFECTIVE APRIL 1, 1997:

Employees having worked continuously for at least six (6) months for a contractor or successor contractor, shall be

entitled to one-half day of paid sick leave per month, not to exceed six (6) days per year.

Employees with five (5) or more years of continuous service with a contractor or successor contractor shall receive one (1) day of paid sick leave per month, not to exceed twelve (12) days of paid sick leave per year.

Sick leave benefits shall not be accumulative from year to year. All unused sick leave shall be paid to all employees of the Company at the end of each Government contract year, or when an employee leaves the employment of the Company.

Employees returning from an approved sick leave may be required to furnish the Company with a signed licensed physician's statement attesting to the employee's physical condition and duty status.

It shall be a requirement of an employee taking sick leave that they each notify the Company at least two (2) hours prior to their regularly scheduled work period, advising of the necessity for them to take sick leave in order that the Company may obtain a temporary replacement.

It is understood and recognized by the Company and the Union that it may not always be possible for an employee who becomes ill or injured to comply fully with this section of the Agreement and it is agreed by the parties hereto that consideration will always be granted by the Company in each individual case.

APPENDIX "G"

BEREAVEMENT LEAVE

EFFECTIVE APRIL 1, 1997:

In instances of the death of a member of the immediate family of an employee occurring after the completion of the employee's probationary period, the Company will grant a paid leave, not to exceed three (3) days, to enable such employee to attend the funeral and otherwise assist in arrangements pertaining to the burial of such member of the family. A day's pay will consist of the employee's regular base rate for the hours scheduled for the day(s) during which the bereavement leave occurs and shall be applicable only to days within his regular work week. The term "immediate family", as used herein, is defined as consisting of the following members only:

Mother, Father, Spouse or Children, Grand Parent, Grand Children, and , Mother in Law and Father in Law.

No employee otherwise entitled to bereavement leave under this Article shall receive such benefits unless he gives reasonable notice to the Company prior to taking time off for bereavement purposes and provides appropriate documentation of his bereavement upon request of the Company.

APPENDIX "H"

PENSION

EFFECTIVE APRIL 1, 1997:

The Company shall contribute to the I.A.M. National Pension Fund the sum of fifty-five cents (\$0.55) per hour for all hours worked by each and every employee covered by this Agreement, not exceed forty (40) hours per employee in any one week.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of this Agreement and Declaration of Trust establishing the I.A.M. National Pension Fund Plan and the terms and conditions of the I.A.M. National Pension Fund created thereunder. Receipt of both documents is hereby acknowledged.

APPENDIX "I"

JURY DUTY

EFFECTIVE APRIL 1, 1997:

If an employee is summoned to serve on the jury on his or her regular scheduled work day, the employee will be paid the difference between the amount the employee received for jury duty and the employee's usual rate of pay.

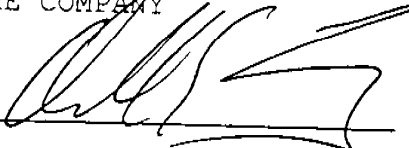
In order to be eligible for this compensation, the employee shall furnish to the employee on request a written statement from the Clerk of the court showing that the employee was summoned and also the amount received for jury duty.

E41612 98 C0001

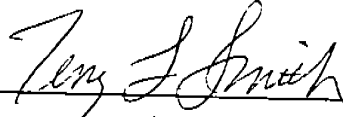
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of April, 1997

FOR THE COMPANY

FOR THE UNION



Donald E. Lowrey, President
J.C. & N. Maintenance, Inc.



Terry Smith, Business
Representative
International Association of
Machinists & Aerospace Workers
(IAM & AW) District 776

Don Ruth,
Negotiating Committee

Tom Booher,
Negotiating Committee

MEMORANDUM OF AGREEMENT

AGREEMENT made this 8th day of April 1997, by and between INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE WORKERS, AERONAUTICAL INDUSTRIAL DISTRICT LODGE 776, (the "Union"), and J.C. & N. MAINTENANCE, INC., (the "Company").

WITNESSETH

WHEREAS, the parties have entered into a collective bargaining agreement effective April 1, 1997 covering wages, hours and working conditions of the Company's employees employed by the Company at Sheppard AFB; and,

The parties have discussed and agreed further as follows:

UNION MEMBERS NOT HIRED

A number of employees who had previously been employed by UNC Lear Siegler in Fuels Distribution Services at Sheppard AFB, have not be hired by the Company.

As to those employees to whom job offers had been extended:

The Company agrees to maintain a preferential hiring list. As a job vacancy, Part Time or Full Time occurs, the Company will telephone the then most senior name on the list and offer the vacancy to that individual. If the individual has not accepted within 24 hours or declines the offer of employment, the next most senior person will be telephoned.

It is the member's duty to keep the Company informed as to their current telephone number. In the event that the Company cannot reach the person by telephone, the Steward will be informed so that he or she may attempt to contact the affected person.

This preferential hiring list shall be maintained for ~~six~~ ^{twelve} months.

As to those persons to whom job offers had not been made but who had applied for employment:

At such time as job vacancies occur but which cannot be filled from the preferential hiring list, individuals who had applied for employment but to whom offers were not extended will be given first priority in applying for vacancies before the Company will advertise or make the position known to the general public.

POSITION DESCRIPTIONS:

The Company will provide to the Union position descriptions. The parties will confer regarding the

descriptions for the purpose of defining pay grade classifications.

HEALTH AND WELFARE

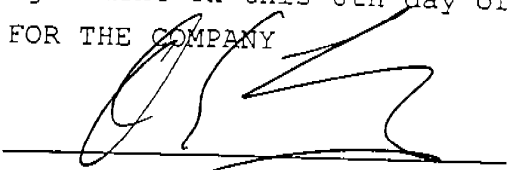
The parties have not yet agreed on the use of the monies to be paid for health and welfare benefits. The parties have reserved this issue for future discussion.

ACCRUED BUT UNPAID SICK LEAVE

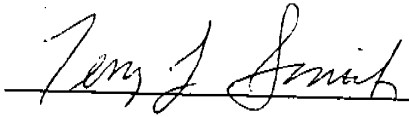
Some members of the bargaining unit have accrued sick leave under their former employer. The parties have reserved for future discussion and negotiations with the Government as may be appropriate, who is obligated to pay those monies and how the payment may be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of April, 1997

FOR THE COMPANY


Donald E. Lowrey, President
J.C. & N. Maintenance, Inc.

FOR THE UNION


Terry Smith, Business
Representative
International Association of
Machinists & Aerospace Workers
(IAM & AW) District 776

Don Ruth,
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Tom Booher,
Negotiating Committee

E41612- 98 C0001

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED SECRET b. LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
a. PRIME CONTRACT NUMBER		<input checked="" type="checkbox"/>		a. ORIGINAL (Complete date in all cases)	
b. SUBCONTRACT NUMBER				b. REVISED (Supersedes all previous specs)	
c. SOLICITATION OR OTHER NUMBER F41612-97-R0100		DUE Date (YYMMDD)		c. FINAL (Complete Item 5 in all cases)	
4. IS THIS A FOLLOW-ON CONTRACT?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		NO. If Yes, complete the following:	
Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract					
5. IS THIS A FINAL DD FORM 254?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NO. If Yes, complete the following:	
In response to the contractor's requested dated _____, retention of the identified classified material is authorized for the period of _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Management and operation of the Standard Base Supply System including aviation and ground fuels					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES		NO	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION				<input checked="" type="checkbox"/>	
b. RESTRICTED DATA				<input checked="" type="checkbox"/>	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION				<input checked="" type="checkbox"/>	
d. FORMERLY RESTRICTED DATA				<input checked="" type="checkbox"/>	
e. INTELLIGENCE INFORMATION				<input checked="" type="checkbox"/>	
(1) Sensitive Compartmented Information (SCI)				<input checked="" type="checkbox"/>	
(2) Non-SCI				<input checked="" type="checkbox"/>	
f. SPECIAL ACCESS INFORMATION				<input checked="" type="checkbox"/>	
g. NATO INFORMATION				<input checked="" type="checkbox"/>	
h. FOREIGN GOVERNMENT INFORMATION				<input checked="" type="checkbox"/>	
i. LIMITED DISSEMINATION INFORMATION				<input checked="" type="checkbox"/>	
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>			
k. OTHER (Specify) Notification of Government Security Activity is Required by the FAR 52.204.2					
11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES		NO	
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY				<input checked="" type="checkbox"/>	
b. RECEIVE CLASSIFIED DOCUMENTS ONLY				<input checked="" type="checkbox"/>	
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>			
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE				<input checked="" type="checkbox"/>	
e. PERFORM SERVICES ONLY				<input checked="" type="checkbox"/>	
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES				<input checked="" type="checkbox"/>	
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER				<input checked="" type="checkbox"/>	
h. REQUIRE A COMSEC ACCOUNT				<input checked="" type="checkbox"/>	
i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>			
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS				<input checked="" type="checkbox"/>	
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE				<input checked="" type="checkbox"/>	
l. OTHER (Specify)					

12. **PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ Direct ☒ Through (Specify):

Contracting Officer
82 CONS/LGCV
136 K Avenue Ste 1
Sheppard AFB TX 76311-2739
to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance need for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guidelines/extracts reference herein. Add additional pages as needed to provide complete guidance.)

10j: For Official Use Only information provided under this contract shall be safeguarded as specified in AFI 37-131, Freedom Of Information Act Program

11a: Using contractor or activity will furnish complete classification guidance for the service to be performed. The highest level of classification for the contract is SECRET. Contract performance is restricted to Sheppard AFB TX

10k: Thirty days prior to contractor operations beginning on the USAF installation, contractor shall notify the Security Police activity shown in the distribution block of this DD Form 254.

82 SPS/SPAI

Coordination:

82d Security Police Squadron
530 H Avenue
Sheppard AFB TX 76311-2852

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

☒ Yes ☐ No

As a long-term visitor group, the contractor must enter into and comply with a Visitor Group Security Agreement at Sheppard AFB TX

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

☒ Yes ☐ No

DIS is relieved of all Industrial Security Inspection responsibilities. 82 SPS/SPAI will provide security oversight and conduct required inspections in accordance with Contractor Visitor Group Security Agreement

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

VALERIE S. WHITE

b. TITLE

Functional Area Chief, Supply

c. TELEPHONE (Include Area Code)

(817) 676-5377

d. ADDRESS (Include Zip Code)

82 LG/LGS
221 3rd Avenue
Sheppard AFB TX 76311-3544

e. SIGNATURE

Valerie S. White

17. **REQUIRED DISTRIBUTION**

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATION CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY HQ AETC/IGPI Randolph AFB TX |

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<div style="display: flex;"> <div style="flex: 1;"> 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. </div> <div style="flex: 1; padding-left: 10px;"> Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ </div> </div>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

FAC 90-32 OCTOBER 1, 1995

PART 53—FORMS

53301-1411

CONTRACT PRICING PROPOSAL COVER SHEET
(Cost or Pricing Data Required)

1. SOLICITATION/CONTRACT/MODIFICATION NUMBER

OMB No.: 9000-0013
Expires: 09/30/98

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

2a. NAME OF OFFEROR

3a. NAME OF OFFEROR'S POINT OF CONTACT

3c. TELEPHONE

2b. FIRST LINE ADDRESS

3b. TITLE OF OFFEROR'S POINT OF CONTACT

AREA CODE NUMBER

2c. STREET ADDRESS

4. TYPE OF CONTRACT ACTION (Check)

2d. CITY

2e. STATE

2f. ZIP CODE

a. NEW CONTRACT

d. LETTER CONTRACT

b. CHANGE ORDER

e. UNPRICED ORDER

c. PRICE REVISION/
REDETERMINATION

f. OTHER (Specify)

5. TYPE OF CONTRACT (Check)

☐ FRP☐ CPFF☐ CPFF☐ CPAF☐ FPI☐ OTHER (Specify)

6. PROPOSED COST (A + B = C)

A. COST

B. PROFIT/FEE

C. TOTAL

7. PERFORMANCE

PLACE
a.
b.PERIOD
a.
b.

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

a. LINE ITEM NO.	b. IDENTIFICATION	c. QUANTITY	d. TOTAL PRICE	e. PROP. REF. PAGE

9. PROVIDE THE FOLLOWING (If available)

NAME OF CONTRACT ADMINISTRATION OFFICE

NAME OF AUDIT OFFICE

STREET ADDRESS

STREET ADDRESS

CITY

STATE

ZIP CODE

CITY

STATE

ZIP CODE

TELEPHONE

AREA CODE

NUMBER

TELEPHONE

AREA CODE

NUMBER

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "yes" identify)

☐ YES☐ NO

11a. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "yes," complete item 11b)

☐ YES☐ NO

11b. TYPE OF FINANCING (Check one)

☐ ADVANCE PAYMENT☐ PROGRESS PAYMENTS☐ GUARANTEED LOANS

12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s) on reverse of form.)

☐ YES☐ NO

13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31, COST PRINCIPLES? (If "no," explain on reverse of form)

☐ YES☐ NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

a. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)

☐ YES☐ NO

b. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)

☐ YES☐ NO

c. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NONCOMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

☐ YES☐ NO

d. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

☐ YES☐ NO

This proposal is submitted in response to the solicitation, contract, modification, etc., in item 1 and reflects our estimates and/or actual costs as of the date and conforms with the instructions in FAR 15.604-6(b)(1), and Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or any other form, or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

15. NAME OF OFFEROR (Type)

16. TITLE OF OFFEROR (Type)

16. NAME OF FIRM

17. SIGNATURE

18. DATE OF SUBMISSION

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